

IN THE HIGH COURT OF UTTARANCHAL AT NAINITAL

CIVIL MISC. (TRANSFER) APPLICATION NO.19 OF 2005

George Renato Bader R/o Kripalu Yoga Ashram,
Tapowan, Distt. Tehri Garhwal

..... Applicant

Versus

1. District Judge, Tehri Garhwal
2. Murari Lal Agarwal S/o Gopal Prasad Aggarwal,
R/o Laxman Jhula, District Pauri Garhwal

..... Respondents

Shri V.K. Bist, Senor Advocate assisted by Shri Sudhir Singh, ld counsel for the applicant.

Learned standing counsel for the respondent.

Dated: 05.10.2005

Hon'ble P.C. Verma, J.

By means of this application, it has been prayed that the Original Suit No.31 of 2005, George Renato Bader Vs. Mr. Murari Lal, pending before the District Judge, Tehri Garhwal may be transferred to any other court preferably Dehradun.

Brief facts of the case according to the applicant are that the applicant came into contact with Respondent No.2 through one Vinod Walia alias Santa Nand who professed to be a Yoga Teacher and brought the applicant under the spell of his influence and persuaded the applicant to live in the Kirpalu Yoga Ashram and invest money in constructing the Yoga Hall. Thereafter, the applicant sold all his property in Switzerland and came to live in the Kripalu Yoga Ashram. The applicant had a fixed deposit of Rs.5.00 lacs in Bank of India, Munikireti, Tehri Garhwal under FDR dated 27.02.2002 to his credit purchase out of his own money. The Respondent No.2 was taking money from the said bank by overdraft. The Respondent No.2 prevailed upon the applicant to be a Joint Account Holder with the applicant of the said

account so that he could withdraw money on the strength of the said account as security for withdrawals and payment made to him by the Bank, hence the name of Respondent No.2 was added with the applicant. That to liquidate and discharge the said liability of the Respondent No.2 for Rs.4,64,602/- towards the Bank FDR dated 27.02.2002 was encashed on the request of Respondent No.2 on 01.06.2004 who promised to pay back the said amount to the applicant. Thereafter, the Respondent No.2 made a deposit of Rs.6,45,150/- with the Overseas Bank at Munikereti, Tehri Garhwal, which was transferred from the account of the applicant with the Raaffesin Bank, Switzerland on 12.03.2002 to the BMS Motels Account No.148 with Overseas Bank, Munikereti. The applicant thereafter vide letter dated 07.07.2004 inquired about and sought confirmation about the actual position of the said venture by which he came to know that no such institution was registered with the Bank under the Foreign Direct Investment in India. Thereafter, the applicant wrote letter-dated 09.08.2003 to the Respondent No.2 that as he was no more interested to join his joint venture (BMS Motels Ltd.), he wanted his money Rs.6,46,150/- back with interest for one year i.e. Rs.6,96,762/- inclusive of interest Rs.51,612/-. That on receipt of the letter, the Respondent No.2 did not reply to the said letter but orally promised the applicant to pay the said amount of Rs.6,45,150/-. The applicant on 24.05.2004 sent a legal notice to Respondent No.2 through his Advocate. Thereafter, the applicant filed a civil suit against Respondent No.2 for recovery of the aforesaid amount, which was registered as Civil Suit No.31 of 2005, which is pending for disposal.

I have heard learned counsel for the parties and perused the affidavit filed in support of application.

Since both the parties are living in Munikireti Thehri Garhwal and Dehradun is convenient to both the parties, hence in my opinion, it would be appropriate that the application for transfer of the case may be allowed and the case be transferred to the court of District Judge, Dehradun from the court of District Judge, Tehri Garhwal.

Therefore, the application is allowed. The case is accordingly transferred to the court of District Judge, Dehradun from the court of District Judge, Tehri Garhwal.

The application for transfer of case is disposed of accordingly.

(P.C. Verma, J.)

Rajeev Dang